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[*Williamson v. Tennessee Valley Authority*, 91-ERA-16 \(Sec'y Mar. 4, 1992\)](#)
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DATE: March 4, 1992
CASE NO. 91-ERA-16

IN THE MATTER OF

BRIAN H. WILLIAMSON,

COMPLAINANT,

v.

TENNESSEE VALLEY AUTHORITY,

RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

FINAL ORDER APPROVING SETTLEMENT

Before me for review is the Recommended Order of Dismissal, issued January 30, 1992, by the Administrative Law Judge (ALJ) in this case, under the employee protection provision of the Energy Reorganization Act of 1974, as amended (ERA). 42 U.S.C. ~ 5851 (1988). The ALJ found the agreement fair, adequate and reasonable, see *Fuchko and Yunker v. Georgia Power Co.*, Case Nos. 89-ERA-9, 89-ERA-10, Sec. Order, Mar. 23, 1989, slip op. at 1-2, and recommended that the agreement be approved and the case dismissed with full prejudice.

Review of the Memorandum of Understanding and Agreement reveals that it may encompass the settlement of matters under laws other than the ERA. See e.g., Agreement first and second unnumbered paragraphs, ¶ 2 and 4. As stated in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, Nov. 2, 1987, slip op. at 2:

[The Secretary's] authority over settlement agreements is limited to such statutes as are within tthe Secretary's] jurisdiction and is defined by the applicable statute.

See Aurich v. Consolidated Edison

Company of New York. Inc., Case No. ~86-}CAA-2,

Secretary's Order Approving

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Settlement, issued July 29, 1987; *Chase v. Buncombe County. N.C.*, Case No. 85-SWD-4, Secretary' Order on Remand, issued November 3, 1986.

I have, therefore, limited my review of the agreement to determining whether the terms thereof are a fair, adequate and reasonable settlement of Complainant's allegation that Respondent violated the ERA. Upon review of the terms of the agreement signed by the parties, and based on the record of this case, I find that the agreement is fair, adequate and reasonable. I therefore accept the ALJ's recommendation that the agreement be approved. Accordingly, this case is DISMISSED WITH PREJUDICE. SO ORDERED.

LYNN MARTIN

Secretary of Labor

Washington, D.C.